

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute Amendment 2 of the Sewer Disposal Agreement Between the City of Shoreline and King County
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

In 1969, the Ronald Wastewater District (District) entered into an agreement with the Municipality of Metropolitan Seattle (Metro) relating to the disposal of sewage conveyed from the District to Metro’s collection system. This Sewer Disposal Agreement was later extended in 1987 to 2036. On January 1, 1994, King County (County) assumed control of Metro, and on April 30, 2021, the City of Shoreline (City) assumed the District.

Since the assumption of the District, the City has been developing amendments to the existing agreements that the City assumed from the District to recognize the assumption and name Shoreline as the wastewater services provider, including the Sewer Disposal Agreement with King County.

Tonight, staff is requesting Council authorization for the City Manager to execute this agreement to amend the Sewer Disposal Agreement between the City and King County to formally recognize the City’s assumption of the District.

RESOURCE/FINANCIAL IMPACT:

Approval of this agreement will not require new resources or have a financial impact on the City.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the amendment to the Sewer Disposal Agreement between the City and King County.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

In 1969, the District entered into an agreement with Metro relating to the conveyance and disposal of the District's sewage within the wastewater system of the Municipality of Metropolitan Seattle (now King County), which was extended in 1987 until July 1, 2036. In 1992, this agreement was amended (see Attachment A). On April 30, 2021, the City assumed the District and now is responsible for all wastewater services, including all related interlocal agreements.

DISCUSSION

Since the assumption of the District, the City has been developing amendments to the existing agreements that the City assumed from the District to recognize the assumption and name Shoreline as the wastewater services provider, including the Sewer Disposal Agreement with King County.

Tonight, staff is requesting Council authorization for the City Manager to execute this agreement to amend the Sewer Disposal Agreement between the City and King County to formally recognize the City's assumption of the District (Attachment B).

ALTERNATIVES ANALYSIS

An alternative to not executing this amendment would be that the defunct Ronald Wastewater District would continue to be named in the existing Sewage Disposal Agreement, which would mean that the mechanisms for fulfilling both the County's and the City's responsibilities are less legally sound. Staff does not recommend this alternative.

COUNCIL GOAL(S) ADDRESSED

This item address City Council Goal #2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

RESOURCE/FINANCIAL IMPACT

Approval of this agreement will not require new resources or have a financial impact on the City.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the amendment to the Sewer Disposal Agreement between the City and the County.

ATTACHMENTS

Attachment A – Original Sewer Disposal Agreement between Ronald and Metro and previous amendments

Attachment B – Second Amendment to Agreement for Sewage Disposal between the
City of Shoreline and King County

RONALD SEWER DISTRICT
MUNICIPALITY OF METROPOLITAN SEATTLE
AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the 2nd day
of October, 1992 between the Ronald Sewer
District, a municipal corporation of the State of Washington
(hereinafter referred to as the "District") and the
Municipality of Metropolitan Seattle, a metropolitan
municipal corporation of the State of Washington
(hereinafter referred to as "Metro");

WITNESSETH:

WHEREAS, the parties have entered into a long term
Agreement for Sewage Disposal dated November 6, 1969
(hereinafter referred to as the "Basic Agreement"); and

WHEREAS, an advisory committee composed of elected
and appointed officials in the metropolitan area was
appointed by the Metropolitan Council to examine the
structure of Metro's charges to its participants; and

WHEREAS, said advisory committee, following
extensive research, study and deliberations, has recommended
certain changes in the structure of Metro's charges to its
participants and implementation of said changes requires
amendment of the Basic Agreement; and

WHEREAS, the parties have determined that the
recommendations are in the best public interest and
therefore desire to amend said Basic Agreement to implement
said recommendations;

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Amendment of Section 5 of the Basic Agreement. Section 5 of the Basic Agreement is hereby amended to read as follows:

"Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) the total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences.

Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the District shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during

the next succeeding month. For the purpose of determining the basic reported number of Residential Customers and Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes.

4. The parties acknowledge that, by resolution of the Metropolitan Council, Metro may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed, shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

In the event such a charge or charges are imposed, the District shall, at Metro's request, provide such information regarding new residential customers and residential customer equivalents as may be reasonable and

appropriate for purposes of implementing such a charge or charges.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of the maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operations of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue

sufficient to meet the covenants contained in this Agreement.

Section 2. Amendment of Section 6 of the Basic Agreement. Section 6 of the Basic Agreement is hereby amended to read as follows:

"Section 6. Responsibility of the District. The District shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the District, for construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

In addition, the District will undertake continual rehabilitation and replacement of its local sewage facilities for purposes of preventing, reducing and eliminating the entry of extraneous water into such facilities and will expend annually, averaged over five (5) years, an amount equal to two (2) cents per inch of diameter per foot of its local sewage facilities, excluding combined sewers and force mains, for said rehabilitation and replacement. The amount of this expenditure requirement may be increased from time to time by the Metropolitan Council to reflect general inflation. Rehabilitation and replacement projects undertaken pursuant to this section shall be constructed in accordance with criteria adopted by the Metropolitan Council and included in Metro's Rules and Regulations. In the event the District fails to comply with the rehabilitation and replacement expenditure requirements described in this section, the District shall pay such charge as may be determined by Metro for quantities of storm or ground water entering its Local Sewage Facilities in excess of the minimum standard established by the general Rules and Regulations of Metro.

Section 3. Amendment of Basic Agreement to Add a New Section. A new Section 17 shall be added to the Basic Agreement to read as follows:

"Section 17. Future Amendments. The District agrees to amend and hereby concurs in any amendment to this agreement which incorporates any changes in the terms for sewage disposal and/or payment therefore as may be proposed by Metro and agreed to by those Participants that shall represent, in total, not less than 90% of the Residential Customers and Residential Customer Equivalents then served by the Metropolitan Sewerage System."

Section 4. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 5. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

RONALD SEWER DISTRICT

Constance K. King
Pres - Comm.

ATTEST:

MUNICIPALITY OF
METROPOLITAN SEATTLE

Gary Zimmerman
Chair of the Council

ATTEST:

MAY 22 1992

Berni Matton

RONALD SEWER DISTRICT
MUNICIPALITY OF METROPOLITAN SEATTLE

EXTENSION OF AGREEMENT FOR SEWAGE DISPOSAL

WHEREAS, Ronald Sewer District (the "District") and the Municipality of Metropolitan Seattle (the "Municipality") are parties to a certain Agreement for Sewage Disposal (the "Agreement") dated November 6, 1969, pursuant to which the District delivers to the Municipality for treatment and disposal all the sewage and industrial wastes it collects from its service area except for sewage and wastes collected from the District's Utility Local Improvement District No. 2; and

WHEREAS, the Agreement expires by its terms on July 1, 2016; and

WHEREAS, it is in the best interests of the District and the Municipality that the expiration date of the Agreement be extended in order to allow the Municipality to sell and issue its sewer revenue bonds with maturities extending beyond 2016;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, it is hereby agreed as follows:

The Agreement for Sewage Disposal between Ronald Sewer District and the Municipality of Metropolitan Seattle dated November 6, 1969, is hereby extended for a period of twenty years and shall continue in full force and effect until July 1, 2036.

It is further agreed that all other provisions of said Agreement shall remain unchanged, and the Agreement dated November 6, 1969, as extended herein shall constitute the entire Agreement for Sewage Disposal between the parties.

DATED: This ^{19th}~~9~~ day of ~~September~~^{March}, 1985¹⁹⁸⁷

RONALD SEWER DISTRICT

James E. Anderson
Don Potter
Philip J. Montgomery

ATTEST:

Syrell Poler
Notary Public

MUNICIPALITY OF METROPOLITAN SEATTLE

Gary A. Zimmerman
Gary Zimmerman
Chairman of the Council

ATTEST:

Bonnie Mattson
Bonnie Mattson
Clerk of the Council

Executed in 6 counterparts of
which this is counterpart No. 6

AGREEMENT FOR SEWAGE DISPOSAL

MUNICIPALITY OF METROPOLITAN SEATTLE -
RONALD SEWER DISTRICT

THIS AGREEMENT made as of this 6TH day of NOVEMBER,
1969, between RONALD SEWER DISTRICT, a municipal corporation of
the State of Washington, hereinafter referred to as "the District"
and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corpora-
tion of the State of Washington, hereinafter referred to as "Metro",

W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the resi-
dents of the District and the residents of the metropolitan area
require the elimination of existing sources of water pollution and
the preservation of the fresh and salt water resources of the area;
and

WHEREAS, growth of population, topographic conditions and
preservation of water resources require that certain major sewage
disposal works be constructed and operated and that the cities
and special districts within the metropolitan area dispose of
their sewage in accordance with a comprehensive plan for the
metropolitan area; and

WHEREAS, Metro is engaged in developing and operating a
metropolitan sewage disposal system and the District is engaged
in developing and operating a sewage collection system for the
District; and

WHEREAS, the District desires to deliver sewage collected
by the District to Metro for disposal and sewage has been deliv-
ered to Metro for disposal pursuant to an Agreement for Sewage
Disposal dated June 23, 1960; and

WHEREAS, the District is now contemplating providing sewer service to land located outside of the present boundaries of Metro; and

WHEREAS, to provide for the disposal by Metro of sewage collected by the District, both within and without the boundaries of Metro, it is necessary that a new contract be now entered into establishing the rights and duties of the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

- (a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.
- (b) The words "Metropolitan Sewerage System" shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary and natural drainage area where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.
- (c) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the

local collection of sewage to be delivered to the Metropolitan Sewerage System.

- (d) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter constituted.
- (e) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.
- (f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.

Section 2. Delivery and Acceptance of Sewage. From and after the date of this agreement, the District shall deliver to the Metropolitan Sewerage System all of the sewage and industrial wastes collected by it, except sewage and wastes collected within Utility Local Improvement District No. 2 of the District, and Metro shall accept the sewage and industrial wastes delivered for treatment subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or wastes from any person, firm or corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of the District without the written consent of the District.

Section 3. Construction of Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for

the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System, including any additions and betterments thereto.

Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local Sewerage Facilities of the District shall be connected to the Metropolitan Sewerage System at such time as any portion of the Metropolitan Sewerage System shall be available to receive sewage collected by such facilities. Metro shall, at its sole expense, connect those Local Sewerage Facilities of the District which are now in existence or which shall be constructed in accordance with the rules and regulations of Metro prior to the availability of the Metropolitan Sewerage System. Local Sewerage Facilities constructed after the Metropolitan Sewerage System shall have been made available to the area served by such Local Sewerage Facilities shall be connected to the Metropolitan Sewerage System at the expense of the Participant in accordance with the rules and regulations of Metro.

Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5. It is not contemplated that reports be submitted or sewage disposal charges paid by any Participant for or on account of Residential Customers or Residential Customer equivalents of such Participant other than those whose sewage or waste is required to be delivered to Metro under the terms of the agreement for sewage disposal between such Participant and Metro.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day and (c) the total water consumption during such quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty (30) days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter. For so long as any part of the District shall remain outside of the Metropolitan Area the District shall separately report the number of Residential Customers and Residential Customer equivalents located within the Metropolitan Area and the number thereof located outside the Metropolitan Area.

2. a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each

Participant. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area. The number thus determined is hereinafter called the "basic reported number".

b) For the initial period until the District shall have submitted six consecutive quarterly reports, the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers or Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the

last day of the next to the last preceding reported quarter.

After the District shall have furnished six consecutive quarterly reports the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the basic reported number for the purpose of determining sewage disposal charges.

d) The basic reported number of Residential Customers and Residential Customer equivalents of the District shall be further adjusted by adding thereto twenty-five percent (25%) of the number of Residential Customers or Residential Customer equivalents served by the District located outside the present boundaries of Metro. The sum thus determined is hereinafter called the "adjusted reported number." If any portion of the District covered by this agreement shall be annexed to Metro after the date of this agreement or if the 25% additive adjustment shall have been paid by the District for a period of 10 years said additive adjustment shall be eliminated as to such portion of the District annexed effective as of the first day of the month following such annexation or as to the District as a whole upon the tenth anniversary of the date when sewage disposal charges shall have first been paid to Metro by

the District. The adjusted reported number of Residential Customers and Residential Customer equivalents of the District shall be the number of Residential Customers and Residential Customer equivalents reported by the District for the purpose of determining sewage disposal charges pursuant to Paragraph 3 of this section.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that

the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent any any time during the period ending July 31, 1972.

c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities which are constructed after January 1, 1961, in excess of the minimum standard established by the general rules and regulations of Metro.

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

5. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage

disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operation of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement and provided that the customers of the District located within the Metropolitan Area shall be separately classified from those located outside the Metropolitan Area for rate making purposes and the rates for sewer service to customers located within the Metropolitan Area shall fully reflect any lower Metro sewage disposal charge for sewage from customers within the Metropolitan Area.

Section 6. Responsibility of Participant. Each Participant shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by such Participant, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

Section 7. Records. Permanent books and records shall be kept by Metro of the rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System wherever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported by each Participant, in addition to complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System. Such records shall be maintained beginning with the commencement of operation of any part of the Metropolitan Sewerage System.

Section 8. Development of Metropolitan Sewerage System. It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the entire Metropolitan Area.

Section 9. Insurance and Liability for Damages. Each Participant with a population of less than 100,000 shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewerage systems of like character against loss of or damage to the respective sewerage facilities of each and against public and other liability to the extent that such insurance can be secured and maintained at a reasonable cost. Any liability incurred by Metro as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of Metro and any liability incurred by the District as a result of the operation of the Local Sewerage Facilities of the District shall be the sole liability of the District.

Section 10. Assignment. Neither of the parties hereto shall have the right to assign this Agreement or any of its rights and obligations hereunder nor to terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the District should be dissolved, the local sewer facilities owned and operated by the District within the Metropolitan Area shall by such act of dissolution be assigned and transferred to Metro subject to any outstanding debts of the District incurred for the construction or acquisition of such facilities and subject to the obligation of Metro to continue to provide sewer service to the residents served by such local facilities upon payment of the reasonable costs thereof.

Section 11. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect until July 1, 2016.

Section 12. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

Ronald Sewer District
17505 Linden Avenue North
Seattle, Washington 98133

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 13. Execution of Documents. This Agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 14. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge whether of the same or a different provision of this Agreement.

Section 15. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 16. Entirety. This Agreement supersedes the Agreement for Sewage Disposal dated June 23, 1960, effective as of November 6, 1969, provided that all sewage disposal charges payable thereunder for the period ending November 6, 1969 shall be paid by the District. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and together with the Supplemental Agreements heretofore entered into between the parties, constitutes the entire contract between the parties concerning the disposal of sewage by the District and acceptance of such sewage by Metro for disposal.

RONALD SEWER DISTRICT

Stanford B. Croate
James E. Sinclair
Robert E. Meyer

ATTEST:

Robert E. Meyer
Secretary of the Board of Commissioners

MUNICIPALITY OF METROPOLITAN SEATTLE

C. Carey Bonworth
C. Carey Bonworth
Chairman of the Council

ATTEST:

Marilyn Sullivan
Marilyn Sullivan
Clerk of the Council

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 20th day of OCT 20 1968, 1968, before me personally appeared ROBERT L. MEYER, ~~JACK F. STROM, JR.~~ AND JAMES E. SINCLAIR HANFORD B. CHOATE, to me known to be the Commissioners of Ronald Sewer District, a municipal corporation, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Edward F. Smith
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 6th day of NOVEMBER, 1968, before me personally appeared C. CAREY DONWORTH and MARALYN SULLIVAN, to me known to be the Chairman of the Council and Clerk of the Council, respectively, of the Municipality of Metropolitan Seattle, a municipal corporation and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Jack A. Hakala
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.

KING COUNTY

CITY OF SHORELINE

SECOND AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL

THIS AMENDMENT is made between City of Shoreline, a municipal corporation of the State of Washington (hereinafter referred to as “the City”), and King County, a political subdivision of the State of Washington (hereinafter referred to as “the County”).

A. WHEREAS, the Ronald Wastewater District (hereinafter referred to as “the District”) was incorporated in 1951 and was previously known as the Ronald Sewer District and Shoreline Wastewater Management District.

B. WHEREAS, the County’s predecessor in interest, the Municipality of Metropolitan Seattle, a metropolitan municipal corporation, and the District entered into a long-term Agreement for Sewage Disposal dated November 6, 1969. On March 19, 1987, the Municipality of Metropolitan Seattle and the District executed an Extension of Agreement for Sewage Disposal, extending the term of the Agreement for Sewage Disposal until July 1, 2036. On October 2, 1992, the Municipality of Metropolitan Seattle and the District executed an Amendment to Agreement for Sewage Disposal. The Agreement for Sewage Disposal, as extended and amended, shall hereinafter be referred to as the “Basic Agreement”.

C. WHEREAS, on or about January 1, 1994, the County assumed all rights, powers, functions, and obligations of the Municipality of Metropolitan Seattle.

D. WHEREAS, pursuant to chapter 35.13A, Revised Code of Washington, the City of Shoreline assumed all of the rights, responsibilities, assets and liabilities, property, and contractual relationships of the District effective April 30, 2021. This assumption is recognized by the *Final Judgement on Assumption of Ronald Wastewater District*, King County Cause No. 21-2-01276-7 SEA, and other orders issued by the Superior Court in that matter.

E. WHEREAS, the City’s assumption of the District’s obligations under the Basic Agreement protects County ratepayer investments in the regional wastewater system and ensures continued reliable sewer service for the City’s residents and businesses.

F. WHEREAS, the County and City now desire to amend the Basic Agreement to formally recognize the City’s assumption of the District.

NOW, THEREFORE, in consideration of the parties’ mutual assent to the amendments set forth herein, the County and the City agree as follows:

Section 1. Amendment of the Basic Agreement.

- A. Section 1(e) of the Basic Agreement defines the word “Participant” as “each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.” Effective upon execution of this Amendment, the word “Participant” shall include the City of Shoreline.
- B. Beginning with Section 2 of the Basic Agreement, any reference to “District” shall be stricken and the word “City”, referring to City of Shoreline, inserted in its place.

Section 2. Basic Agreement Unchanged. Except as otherwise provided in this Amendment, all provisions of the Basic Agreement shall remain in full force and effect as written therein.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Amendment to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

DATE: _____, 202__ BY: _____
 TITLE: _____
 City of Shoreline

DATE: _____, 202__ BY: _____
 TITLE: _____
 King County